

# **EXHIBIT A**



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# Terms of Use

Last updated on: Sep 26, 2023

## Agreement between User and SeatGeek

Please read this Terms of Use agreement (the “**Terms of Use**” or “**Terms**”) carefully. These Terms of Use govern the use of seatgeek.com, or the mobile applications “SeatGeek” (the “**Digital Properties**”) of SeatGeek, Inc. (“**SeatGeek**”), and apply to all users visiting the Digital Properties, including using the services and resources available or enabled via the Digital Properties (each a “**Service**” and collectively, the “**Services**”). By clicking on the “I Accept”, “Place Order” or “Sign Up” button, completing the registration process, making a purchase, listing a ticket for sale, and/or browsing the website or downloading SeatGeek’s mobile application (the “**Application**”), **YOU ARE ENTERING INTO A BINDING CONTRACT**, and you represent that (1) you have read, understand, and agree to be bound by these Terms of Use, (2) you are of legal age to form a binding contract with SeatGeek, and (3) you have the authority to enter into the Terms of Use personally or on behalf of company you have named as the user, and to bind that company to these Terms of Use. The term “**you**” refers to the individual or company, as applicable, identified as the user when you registered with a Digital Property. **If you do not agree to be bound by the Terms of Use, you may not access or use any Digital Property or the Services.**

**Please be aware that Section 14 of these Terms of Use, below, contains provisions governing how claims are resolved that you and we have against each other, including, without limitation, any claims that arose or were asserted prior to the effective date of these Terms of Use. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT, DISPUTES BETWEEN YOU AND SEATGEEK WILL BE RESOLVED SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, CLASS ACTION, ANY OTHER KIND OF REPRESENTATIVE PROCEEDING, OR BY JURY TRIAL.**

Your use of, and participation in, certain Services may be subject to additional terms (“**Supplemental Terms**”) and such Supplemental Terms will either be listed in the Terms of Use or will be presented to you for your acceptance when you sign up to use the supplemental Service. If the Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. The Terms of Use and any applicable Supplemental Terms are referred to herein as the “**Terms**.”

PLEASE NOTE THAT THE TERMS ARE SUBJECT TO CHANGE BY SEATGEEK IN ITS SOLE DISCRETION AT ANY TIME. If you do not agree to any change(s), you shall stop using the Digital Properties and/or the Services. Otherwise, your continued use of the Digital Properties and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

### 1. SeatGeek Marketplace.

**1.1 SeatGeek Ticket Marketplace.** SeatGeek offers an online secondary marketplace that allows Users (as defined below) to buy (each, a “**Buyer**”) and sell (each, a “**Seller**”) tickets and other related items to events (each or together (as the context may require), a “**Ticket**”). As such, our marketplace Services are merely designed to act as a marketplace to connect Buyers and Sellers, and for transactions listed or taking place via SeatGeek’s ticket marketplace, SeatGeek makes no guarantee with respect (a) to the existence, quality, safety or legality of the Tickets, (b) the truth or accuracy of a Seller’s listings or content, (c) the ability of Sellers to sell Tickets or the ability of Buyers to pay for them, or (d) that a Seller or Buyer will complete any transaction.

**1.2 No Endorsement.** Unless otherwise expressly stated by SeatGeek, the display of any Tickets or Sellers on our Digital Properties does not in any way imply, suggest or constitute an endorsement by us of those Tickets or that Seller, or any sponsorship of us by such Seller, or any other affiliation between such Seller and us.

**1.3 Tickets.** Sellers set the Ticket prices/value (the “**Ticket Price**”) and the **Ticket Prices may be set at, above or below the original price of the Ticket.** Unless otherwise noted on a Ticket, on the listing or on a confirmation page or email, Tickets may be transferable, even if another person’s name appears on the face of the Ticket. Some Sellers may offer Tickets for sale, even though they may not have them in their possession at the time of their listing or completion of sale. Regardless, it is still expected that all Sellers are obligated to deliver the Tickets to you prior to the event, and a failure to provide you the Tickets prior to the Event will be subject to the Buyer Guarantee. For further information regarding tickets that are not in the possession of the Seller at the time of sale, please see Section 5 regarding Speculative Ticketing. All prices for Tickets are in United States dollars unless noted otherwise.

**1.4 Buying Tickets.** Buyers are solely responsible for completing their transactions in their purchase of Tickets, including the payment of applicable fees. By committing to purchase a Ticket, you are entering into a binding contract with the Seller to purchase the applicable Ticket. All sales are final, and except for canceled events, you will not receive a refund for any completed purchase. You cannot change or cancel orders after the sale is complete.

**(a) Agreement.** You agree to supply Seller and SeatGeek with the appropriate information necessary for delivery of tickets, including, but not limited to, email address and physical address (if applicable). If you provide incorrect information for the delivery of Tickets, or you are unavailable to receive the tickets when they are delivered, you will not be eligible for a refund or Buyer Guarantee



(referenced below).

(b) **Number of Tickets or "Ticket Limits".** In an effort to give all interested customers an opportunity to purchase Tickets to an event or other items via the Service and to discourage unfair Ticket buying practices, our clients often set limits on the number of seating and/or parking rights, or tickets a single customer may purchase. You will be advised of any such limits during the purchase process, or by a system limitation on the number of Tickets you may purchase during your online session. Tickets purchased for an event during multiple online sessions via the Service may be totaled to ensure that any limitations imposed by the SeatGeek client is not exceeded. Each SeatGeek account must be linked to a unique individual, and must contain valid and verifiable information. Multiple accounts may not be used to circumvent or exceed published ticket limits. If you exceed or attempt to exceed the posted ticket limits for a particular event, SeatGeek may cancel, without notice, any or all Ticket purchase transactions made by you for such event and return the Tickets to our client, in addition to prohibiting your Ticket purchasing abilities for the event.

(c) **Use of Ticket Bot Technology.** You may not attempt to conceal your identity by using multiple Internet Protocol addresses or email addresses, or by any other means, to conduct Ticket transactions on the SeatGeek online marketplace. You may not use ticket bot technology to search for, reserve, or purchase Tickets through the SeatGeek online marketplace. For the avoidance of doubt, this specifically prohibits you from using automated ticket purchasing software on the SeatGeek online marketplace, and prohibits you from circumventing any security measure, access control system, or other technological control or measure on the SeatGeek online marketplace that is used to enforce posted event Ticket purchasing limits or to maintain the integrity of posted online Ticket purchasing order rules.

(d) **Original Ticket Price.** We may provide the original ticket price for a Ticket being sold on our Digital Properties prior to purchase, in accordance with applicable law. As a Buyer, you should understand that (i) we can only provide the original price if we have access to the information, either from our own records as the primary ticketing service provider for the last sale or from the Seller themselves, and (ii) in the event we receive this information from the Seller, we do not independently verify the truthfulness or accuracy of such information.

**1.5 Buyer Guarantee.** We want Buyers to be able to buy Tickets with confidence. Accordingly, each qualified order is covered by SeatGeek's Buyer Guarantee found [here](#).

**1.6 Selling Tickets.** If you are a Seller that is not part of our Seller Direct Program, your activities are governed by and subject to our Supplemental Terms for Sellers found [here](#). Please note that SeatGeek cannot guarantee (a) that every Ticket purchased on SeatGeek will be eligible for resale on SeatGeek (such as, for example, a promoter for a tour requests resale to be disabled), or (b) that you will receive your Ticket from a Seller enough in advance of the event to enable you to resell the Ticket. In addition, you may not be able to list a Ticket for resale at your desired price (for example, we may impose a Ticket price cap for fraud purposes).

**1.7 SeatGeek Properties.** The Digital Properties, the Services, and the information and content available on or in the Digital Properties and the Services (as these terms are defined herein) (collectively, the "SeatGeek Properties.") are protected by copyright laws throughout the world. Unless otherwise specified by SeatGeek in a separate license, your right to use any SeatGeek Properties is subject to the Terms.

(a) **Application License.** Subject to your compliance with the Terms, SeatGeek grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Application on a single mobile device or computer that you own or control and to run such copy of the Application solely for your own personal or internal business purposes. Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store (an "App Store Sourced Application"), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service.

(b) **Updates.** You understand that SeatGeek Properties are evolving. As a result, SeatGeek may require you to accept updates to SeatGeek Properties that you have installed on your computer or mobile device. You acknowledge and agree that SeatGeek may update SeatGeek Properties with or without notifying you. You may need to update third-party software from time to time in order to use SeatGeek Properties.

(c) **Certain Restrictions.** The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit SeatGeek Properties or any portion of SeatGeek Properties, including the Digital Properties, (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other SeatGeek Properties (including images, text, page layout or form) of SeatGeek; (c) you shall not use any metatags or other "hidden text" using SeatGeek's name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of SeatGeek Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in or on the Digital Properties (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Digital Properties for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you shall not access SeatGeek Properties in order to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of SeatGeek Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in SeatGeek Properties. Any future release, update or other addition to SeatGeek Properties shall be subject to the Terms. You further acknowledge and agree that (i) you will not access any Digital Property for the purpose of bringing a claim or action against SeatGeek including, but not limited to patent infringement or ADA compliance, and (ii) agree that violation of the foregoing will result in a fee of not less than \$50,000. SeatGeek, its suppliers and service

providers reserve all rights not granted in the Terms. Any unauthorized use of SeatGeek Properties (in addition to any other right or remedies) shall result in the automatic and immediate termination of the licenses granted by SeatGeek pursuant to the Terms.

**1.8 SeatGeek Swaps.** Unless otherwise indicated when you purchase the Ticket(s), you may return any Ticket(s) eligible for return pursuant to this SeatGeek Swaps policy to SeatGeek in exchange for a promotional code equal to the original price you paid for your Ticket(s), including all taxes and service fees, at any time up to 72 hours prior to the scheduled start time of your event (for packages or bundles of Tickets, 72 hours prior to the scheduled start time of the first event included in your package or bundle) (the "**SeatGeek Swaps Deadline**"), if you agree with the following:

- (a) You return your Ticket(s) by the SeatGeek Swaps Deadline in accordance with the instructions provided to you by SeatGeek;
- (b) For packages or bundles of Tickets, no partial return of the package or bundle is allowed, meaning that (1) only the entire package or bundle can be exchanged prior to the SeatGeek Swaps Deadline and (2) after the SeatGeek Swaps Deadline, none of the Tickets in the package or bundle may be returned pursuant to the SeatGeek Swaps policy;
- (c) You will not sell or resell the Ticket(s) and doing so will forfeit your eligibility to return your Ticket(s) pursuant to this Section 1.8;
- (d) The promotional code (1) shall be issued to you only after your Ticket(s) have been received by SeatGeek by the SeatGeek Swaps Deadline; (2) shall expire twelve (12) months from the date of issue; and (3) is only eligible for one-time use, meaning that if you use the promotional code on a purchase that is less than the value of the promotional code, you forfeit the remaining balance and may not use the promotional code again;
- (e) No more than one return pursuant to this SeatGeek Swaps policy is permitted within 30 calendar days; and
- (f) Additional terms may apply to your event as specified at the time you purchase your Ticket(s).

## 2. Registration.

**2.1 Registering Your Account.** In order to access certain features of SeatGeek Properties you may be required to become a Registered User. For purposes of the Terms, "**Registered User**" is an end user of the Services ("**User**") who has registered an account on the Digital Properties ("**Account**"), or has a valid account on the social networking service ("**SNS**") through which the User has connected to the Services (each such account, a "**Third-Party Account**").

**2.2 Access Through a SNS.** If you access the SeatGeek Properties through a SNS as part of the functionality of the Digital Properties, the Application and/or the Services, you may link your Account with Third-Party Accounts, by allowing SeatGeek to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to SeatGeek and/or grant SeatGeek access to your Third-Party Account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating SeatGeek to pay any fees or making SeatGeek subject to any usage limitations imposed by such third-party service providers. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND SEATGEEK DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS.

**2.3 Registration Data.** In registering an account on the Services, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by the registration form (the "**Registration Data**"); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (1) at least thirteen (13) years old; (2) of legal age to form a binding contract; and (3) not a person barred from using SeatGeek Properties under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to (1) notify SeatGeek immediately of any unauthorized use of your password or any other breach of security; and (2) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or SeatGeek has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, SeatGeek has the right to suspend or terminate your Account and refuse any and all current or future use of SeatGeek Properties (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself (and you agree that violation of the foregoing will result in a fee of not less than \$50,000). You agree that you shall not have more than one Account per platform or SNS at any given time. SeatGeek reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights. You agree not to create an Account or use SeatGeek Properties if you have been previously removed by SeatGeek, or if you have been previously banned from any of SeatGeek Properties.

**2.4 Necessary Equipment and Software.** You must provide all equipment and software necessary to connect to SeatGeek Properties, including but not limited to, a mobile device that is suitable to connect with and use SeatGeek Properties, in cases where the Services offer a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing SeatGeek Properties.

## 3. Ownership.

**3.1 SeatGeek Properties.** You agree that SeatGeek and its suppliers own all rights, title and interest in SeatGeek Properties and all content therein or thereon. You agree that you have no right or title in or to any such content or the SeatGeek Properties. You will not remove, alter or obscure any copyright,



trademark, service mark or other proprietary rights notices incorporated in or accompanying the Digital Properties, the Services, or SeatGeek Properties.

**3.2 Feedback.** You agree that submission of any ideas, suggestions, documents, and/or proposals to SeatGeek through its suggestion, feedback, wiki, forum or similar pages ("**Feedback**") is at your own risk and that SeatGeek has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to SeatGeek a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of SeatGeek Properties.

#### 4. User Conduct.

**4.1 Unauthorized Use or Access.** You agree that you will not, under any circumstances:

- (a) Interfere or attempt to interfere with the proper functioning of SeatGeek Properties or connect to or use SeatGeek Properties in any way not expressly permitted by the Terms;
- (b) Systematically retrieve data or other content from our SeatGeek Properties to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, spiders, or otherwise;
- (c) Use, display, mirror or frame SeatGeek Properties, or any individual element within SeatGeek Properties, SeatGeek's name, any SeatGeek trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without SeatGeek's express written consent;
- (d) Use any unauthorized software that accesses, intercepts, "mines" or otherwise collects information from or through SeatGeek Properties or that is in transit from or to SeatGeek Properties, including, but not limited to, any software that reads areas of RAM or streams of network traffic used by SeatGeek Properties;
- (e) Intercept, examine or otherwise observe any proprietary communications protocol used by a client, a server or SeatGeek Properties, whether through the use of a network analyzer, packet sniffer or other device;
- (f) Make any automated use of SeatGeek Properties, or take any action that imposes or may impose (in SeatGeek's sole discretion) an unreasonable or disproportionately large load on the infrastructure for SeatGeek Properties;
- (g) Bypass any robot exclusion headers or other measures SeatGeek takes to restrict access to SeatGeek Properties, or use any software, technology or device to send content or messages, scrape, spider or crawl SeatGeek Properties, or harvest or manipulate data;
- (h) Use, facilitate, create, or maintain any unauthorized connection to SeatGeek Properties, including, but not limited to: (i) any connection to any unauthorized server that emulates, or attempts to emulate, any part of SeatGeek Properties; or (ii) any connection using programs, tools or software not expressly approved by SeatGeek;
- (i) Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide SeatGeek Properties, or to obtain any information from SeatGeek Properties;
- (j) Upload, post, e-mail, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (k) Solicit or attempt to solicit personal information from other Users of SeatGeek Properties;
- (l) Use SeatGeek Properties to collect, harvest, transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- (m) Forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, or in any way use SeatGeek Properties to send altered, deceptive or false source-identifying information; or
- (n) Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, but not limited to, clear GIFs, 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms").

**4.2 General.** In connection with your use of SeatGeek Properties, you shall not:

- (a) Harm minors in any way;
- (b) Impersonate any person or entity, including, but not limited to, SeatGeek personnel, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (c) Intentionally or unintentionally violate any applicable local, state, national or international law or regulation, or any order of a court;
- (d) Register for more than one Account or register for an Account on behalf of an individual other than yourself;
- (e) Stalk or otherwise harass any other User of our SeatGeek Properties; or
- (f) Advocate, encourage or assist any third party in doing any of the foregoing activities in this section.

**5. Speculative Ticketing.** For the purpose of these Terms of Use, Speculative Ticketing means the sale of tickets for which the Seller has neither possession of the actual ticket nor the contractual right to purchase a ticket that is materially consistent with the description of the ticket listed for sale on the SeatGeek Platform ("**Speculative Ticketing**"). SeatGeek does not permit Speculative Ticketing for NFL

games, nor does SeatGeek permit Sellers that are not professional Sellers as part of the SeatGeek Seller Direct program to participate in Speculative Ticketing, but SeatGeek may permit Speculative Ticketing by professional Sellers for other events. Regardless of whether you purchased a Ticket or purchased the right to a Ticket by purchasing a Speculative Ticketing listing, SeatGeek stands behind the Buyer Guarantee set forth in Section 1.5.

**6. App Stores.** You acknowledge and agree that the availability of the Application and the Services is dependent on the third party from whom you received the Application license, e.g., the Apple App Store or Google Play ("App Store"). You acknowledge that the Terms are between you and SeatGeek and not with the App Store. SeatGeek, not the App Store, is solely responsible for SeatGeek Properties, including the Application, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with SeatGeek Properties, including the Application. You agree to comply with, and your license to use the Application is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store's terms and policies) when using SeatGeek Properties, including the Application. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Terms and will have the right to enforce them.

## **7. Fees, Purchase Terms, and Credits.**

**7.1 Service Fees.** SeatGeek may charge fees for buying and/or selling Tickets through our Services, as well as delivery or fulfillment fees (collectively, "**Service Fees**"), which is made available to you prior to buying or selling a ticket. SeatGeek reserves the right at any time to change its Service Fees and billing methods. SeatGeek may retain Service Fees if you do not fulfill your obligations hereunder or if the Event is canceled. You must provide SeatGeek with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) ("**Payment Provider**") a condition to signing up for the Services (each, a "**Payment Method**"). Your Payment Provider agreement governs your use of the designated credit or debit card, and you must refer to that agreement and not the Terms to determine your rights and liabilities. By providing SeatGeek with your credit or debit card number and associated payment information, you agree that SeatGeek is authorized to immediately invoice your Account for all fees and charges due and payable to SeatGeek hereunder and that no additional notice or consent is required. You agree to immediately notify SeatGeek of any change in your billing address or the credit or debit card used for payment hereunder.

**7.2 Payments by Buyers.** As a Buyer you agree to pay all fees or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable.

### **7.3 Event Cancellations and Postponement.**

**(a) Event Cancellation.** If an event is canceled and not rescheduled (a "**Canceled Event**"), SeatGeek will remove the event and any listing related to the event from the Services, and provide Buyers with notice of the cancellation and further instructions. Buyers are required to retain their Ticket(s) with respect to Canceled Events and send them back to SeatGeek or to the Seller, as directed by SeatGeek. A Buyer will receive a refund or, subject to applicable state laws, a credit, to be determined in SeatGeek's sole discretion, once the Buyer has sent back the Ticket(s) in the manner and within the timeline given by SeatGeek, and the Seller will not receive the Ticket Price. Please note that certain states require the refund of a Ticket if an event is canceled and SeatGeek's refund policy is intended at all times to comply with all applicable state laws. If you did not receive a refund for a canceled event but believe that you are entitled to one under applicable state law, please contact SeatGeek immediately at hi@seatgeek.com.

**(b) Event Postponement.** If an event is postponed, SeatGeek will work with Buyers, on a case-by-case basis, to attempt to resolve the issues. Refunds or credits will not be issued for postponed events, unless they are canceled.

**(c) Other Event Changes.** SeatGeek is not responsible for any other event changes, such as partial performances, venue, line-up or time changes. No refunds or credits will be issued under such circumstances.

**7.4 Taxes.** SeatGeek collects and remits Sales Tax on secondary sales in the following jurisdictions: Georgia, Idaho, Louisiana, Minnesota, North Carolina, North Dakota, Tennessee, Texas, West Virginia, Wisconsin, Wyoming and Washington D.C. SeatGeek may collect and remit Sales Tax in additional jurisdictions in accordance with applicable regulatory and legislative changes. If any Services, or payments for any Services or Tickets, under the Terms are subject to Sales Tax in any jurisdiction, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify SeatGeek for any liability, penalties, interest or expense we may incur in connection with such Sales Taxes. Upon our request, you will provide us with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "**Sales Tax**" shall mean any sales or use tax, and any other tax measured by sales proceeds, that SeatGeek is permitted to pass to its customers, that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

**7.5 Withholding Taxes.** You agree to make all payments of fees to SeatGeek free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of fees to SeatGeek will be your sole responsibility, and you will provide SeatGeek with official receipts issued by the appropriate taxing authority, or such other evidence as we may reasonably request, to establish that such taxes have been paid.

**7.6 Third Party Payment Provider.** SeatGeek utilizes third-party payment processing services. The processing of payments may be subject to terms and conditions of the third-party payment processors in addition to these Terms of Use. You must notify us in writing within seven (7) days after receiving your credit card statement, if you dispute any of our charges on that statement or such dispute will be deemed waived. Billing disputes should be notified to the following address: Hi@Seatgeek.com.



**7.7 Credits.** SeatGeek may offer promo codes, discount credits, or other types of credits ("Credits"). In order to utilize the Credit, you need to create an account through the Digital Properties and input your information. Credits will expire on the date stated in the offer. If no expiration date is listed, Credits will expire one year after the first day it can be utilized by you. Unless otherwise stated, a Credit is for one-time use only. Thus, if the total price of the Ticket(s) purchased is/are less than the monetary amount of the Credit, the difference cannot be utilized in subsequent purchases. Additionally, a Credit may not be copied, reproduced, distributed, or published either directly or indirectly in any form or stored in data retrieval systems without our prior written approval. SeatGeek reserves the right to withdraw or deactivate any Credit (other than one which has been purchased) for any reason, at any time. In some circumstances involving the Buyer Guarantee, you may be eligible to select either a refund or a Credit. Upon making a selection between either a refund or a Credit, you will not be able to switch your choice. Credits may only be redeemed through the Digital Properties, and not through any other website or method of communication.

**8. Indemnification.** You agree to indemnify and hold SeatGeek, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the "**SeatGeek Parties**") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) as a Seller, the content of your listings and any errors, inaccuracies or omissions therein; (b) your use of, or inability to use, SeatGeek Properties; (c) your violation of the Terms; (d) your violation of any rights of another party, including any end users of the Services; (e) your violation of any applicable laws, rules or regulations; or (f) any disputes or claims between you and any other User. SeatGeek reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with SeatGeek in asserting any available defenses. This provision does not require you to indemnify any of the SeatGeek Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Digital Properties or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Terms or your access to SeatGeek Properties.

## **9. Disclaimer of Warranties and Conditions.**

**9.1 As Is.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF SEATGEEK PROPERTIES IS AT YOUR SOLE RISK, AND SEATGEEK PROPERTIES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. SEATGEEK PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE SEATGEEK WEBSITE, APPLICATION OR SERVICES.

(a) SEATGEEK PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) SEATGEEK PROPERTIES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF SEATGEEK PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF SEATGEEK PROPERTIES WILL BE ACCURATE OR RELIABLE.

(b) THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. SEATGEEK MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

(c) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SEATGEEK OR THROUGH SEATGEEK PROPERTIES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

(d) FROM TIME TO TIME, SEATGEEK MAY OFFER NEW "BETA" FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT SEATGEEK'S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

**9.2 No Liability for Conduct of Third Parties.** YOU ACKNOWLEDGE AND AGREE THAT SEATGEEK PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD SEATGEEK PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

**9.3 No Liability for Conduct of Other Users.** YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF SEATGEEK PROPERTIES. YOU UNDERSTAND THAT SEATGEEK DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OR LISTINGS OF USERS OF SEATGEEK PROPERTIES. ANY TICKETS PURCHASED OR SOLD THROUGH SEATGEEK PROPERTIES ARE AT YOUR OWN RISK, AND SEATGEEK MAKES NO REPRESENTATIONS OR WARRANTIES THAT ANY TICKET IS VALID, THAT ANY BUYER WILL PAY FOR A TICKET, THAT ANY SELLER WILL SELL A VALID TICKET, OR THAT ANY PARTY WILL COMPLETE A TRANSACTION.

## **10. Limitation of Liability.**

**10.1 Disclaimer of Certain Damages.** YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL SEATGEEK PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH SEATGEEK PROPERTIES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER OR NOT SEATGEEK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE TERMS, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF SEATGEEK PROPERTIES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE SEATGEEK PROPERTIES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH SEATGEEK PROPERTIES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON SEATGEEK PROPERTIES; OR (5) ANY OTHER MATTER RELATED TO SEATGEEK PROPERTIES, WHETHER BASED ON WARRANTY, COPYRIGHT,

CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A SEATGEEK PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A SEATGEEK PARTY'S NEGLIGENCE; FOR (B) ANY INJURY CAUSED BY A SEATGEEK PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY DAMAGES THAT CANNOT BE DISCLAIMED BY APPLICABLE LAW.

**10.2 Cap on Liability.** UNDER NO CIRCUMSTANCES WILL SEATGEEK PARTIES BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (A) THE TOTAL AMOUNT PAID TO SEATGEEK BY YOU DURING THE ONE-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY AND (B) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A SEATGEEK PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A SEATGEEK PARTY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A SEATGEEK PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

**10.3 User Information.** EXCEPT FOR SEATGEEK'S OBLIGATIONS TO PROTECT YOUR PERSONAL DATA AS SET FORTH IN SEATGEEK'S PRIVACY POLICY, SEATGEEK ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY PERSONALIZATION SETTINGS.

**10.4 Basis of the Bargain.** THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SEATGEEK AND YOU.

## 11. Remedies.

**11.1 Violations.** If SeatGeek becomes aware of any possible violations by you of the Terms, SeatGeek reserves the right to investigate such violations. If, as a result of the investigation, SeatGeek believes that criminal activity has occurred, SeatGeek reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. SeatGeek is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in SeatGeek Properties in SeatGeek's possession in connection with your use of SeatGeek Properties, to (1) comply with applicable laws, legal process or governmental request; (2) enforce the Terms, (3) respond to your requests for customer service, or (4) protect the rights, property or personal safety of SeatGeek, its Users or the public, and all enforcement or other government officials, as SeatGeek in its sole discretion believes to be necessary or appropriate.

### 11.2 Right to Cancel Transaction; Other Remedies.

**(a) Right to Cancel Transaction.** In certain circumstances, we may cancel a Ticket transaction (whether a purchase, listing, and/or transfer) without notice and return the Tickets to our client or to the individual who held the Tickets prior to the completion of the transaction. Such circumstances include, but are not limited to, the following:

- (a)** if an event is canceled without being rescheduled;
- (b)** if the Buyer's payment method provider does not remit payment;
- (c)** if we or our client suspects, in our sole discretion, unauthorized or fraudulent use of a Buyer, Seller, and/or transferee's account with us;
- (d)** if we or our client suspects, in our sole discretion, unauthorized or fraudulent use of a Buyer, Seller, and/or transferee's account with us;
- (e)** if a Buyer, Seller, and/or transferee breaches these Terms of Use;
- (f)** if we or our client deems, in our sole discretion, that a Ticket transaction violates the law; and/or
- (g)** if there is an error in the pricing of a Ticket offered for sale through our Service; and/or
- (h)** if we or our client believes, in our sole discretion, that a buyer, seller, and/or transferee has otherwise engaged in inappropriate conduct in connection with a Ticket transaction.

As part of the cancellation of any Ticket transaction, SeatGeek may remove any relevant sales proceeds from the resale Ticket seller's SeatGeek account, process a reversal of a prior funds transfer made to the seller or charge the payment method on file for such seller and/or cancel a pending Ticket transaction, whether for resale Tickets or primary Tickets.

**(b) Other Remedies** In certain circumstances, we may, in addition to any applicable remedies listed above, (a) discontinue an individual's registration with any of the SeatGeek Properties, including any of the Services; and/or (b) pursue any other action which SeatGeek deems appropriate. Such circumstances include, but are not limited to, the following:

- (a)** if we or our client suspects, in our sole discretion, unauthorized or fraudulent use of a Buyer, Seller, and/or transferee's account with us;
- (b)** if we or our client suspects, in our sole discretion, unauthorized or fraudulent use of a Buyer, Seller, and/or transferee's account with us;
- (c)** if a Buyer, Seller, and/or transferee breaches these Terms of Use;
- (d)** if we or our client deems, in our sole discretion, that a Ticket transaction violates the law; and/or
- (e)** if we or our client believes, in our sole discretion, that a buyer, seller, and/or transferee has otherwise engaged in inappropriate conduct in connection with a Ticket transaction.

## 12. Term and Termination.

**12.1 Term.** The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use SeatGeek Properties, unless terminated earlier in accordance with the Terms.

**12.2 Prior Use.** Notwithstanding the foregoing, if you used SeatGeek Properties prior to the date you accepted the Terms, you hereby acknowledge and agree that the Terms commenced on the date you first used SeatGeek Properties (whichever is earlier) and will remain in full force and effect while you use SeatGeek Properties, unless earlier terminated in accordance with the Terms.

**12.3 Termination of Services by SeatGeek.** If timely payment cannot be charged to your Payment



Provider for any reason, if you have materially breached any provision of the Terms, or if SeatGeek is required to do so by law (e.g., where the provision of the Digital Properties or the Services is, or becomes, unlawful), SeatGeek has the right to, immediately and without notice, suspend or terminate any Services provided to you. You agree that all terminations for cause shall be made in SeatGeek's sole discretion and that SeatGeek shall not be liable to you or any third party for any termination of your Account.

**12.4 Termination of Services by You.** If you want to terminate the Services provided by SeatGeek, you may do so by ceasing to use the Services.

**12.5 Effect of Termination.** Termination of any Service includes removal of access to such Service and barring of further use of the Service. Upon termination of any Service, your right to use such Service will automatically terminate immediately. SeatGeek will not have any liability whatsoever to you for any suspension or termination. All provisions of the Terms which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

**12.6 No Subsequent Registration.** If your registration(s) with or ability to access SeatGeek Properties is discontinued by SeatGeek due to your violation of any portion of the Terms, then you agree that you shall not attempt to re-register with or access SeatGeek Properties through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those SeatGeek Properties to which your access has been terminated. In the event that you violate the immediately preceding sentence, SeatGeek reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

**13. International Users.** SeatGeek Properties can be accessed from countries around the world and may contain references to Services that are not available in your country. These references do not imply that SeatGeek intends to announce such Services in your country. SeatGeek Properties are controlled and offered by SeatGeek from its facilities in the United States of America. SeatGeek makes no representations that SeatGeek Properties are appropriate or available for use in other locations. Those who access or use SeatGeek Properties from other countries do so at their own volition and are responsible for compliance with local law.

#### **14. Dispute Resolution.**

**14.1 THIS SECTION SETS FORTH THE TERMS AND CONDITIONS PURSUANT TO WHICH DISPUTES BETWEEN YOU AND SEATGEEK WILL BE RESOLVED THROUGH INDIVIDUAL ARBITRATION ("ARBITRATION AGREEMENT"). PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND SEATGEEK TO ARBITRATE DISPUTES AND LIMITS THE MANNER IN WHICH WE CAN SEEK RELIEF FROM EACH OTHER. WITH LIMITED EXCEPTIONS, ARBITRATION PRECLUDES YOU AND SEATGEEK FROM SUING IN COURT. YOU AND SEATGEEK AGREE THAT ARBITRATION WILL BE SOLELY ON AN INDIVIDUAL BASIS. YOU AND SEATGEEK ARE WAIVING THE RIGHT TO A CLASS ARBITRATION, CLASS ACTION, OR ANY OTHER KIND OF REPRESENTATIVE PROCEEDING. YOU AND SEATGEEK ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY.**

**14.2 Dispute Resolution/Notice Regarding Mandatory Arbitration.** SeatGeek is committed to customer satisfaction, so if you have an issue, we will try to resolve your concerns. But if we are unsuccessful, the process for pursuing claims is explained in this section. You and SeatGeek agree to give the other an opportunity to resolve any Disputes informally by sending us written notice. If you assert a Dispute against SeatGeek, you will first contact SeatGeek by sending written notice ("**Claimant Notice**") to "SeatGeek Legal Department: Arbitration Claim Manager," at 902 Broadway, Floor 10, New York, New York 10010, with an email copy to legal@seatgeek.com. The Claimant Notice must (i) include your name, address, user name (if any), email address you used to set up your SeatGeek account (if any), and telephone number; (ii) describe the nature and basis of the Dispute; and (iii) set forth the specific relief sought. If SeatGeek asserts a Dispute against you, SeatGeek will first contact you by sending a written notice ("**SeatGeek Notice**") to you via email to the primary email address associated with your account. The SeatGeek Notice must (i) include the name of a SeatGeek contact and the contact's email address and telephone number; (ii) describe the nature and basis of the Dispute; and (iii) set forth the specific relief sought.

**14.3 Informal Dispute Resolution.** You and SeatGeek agree to give each other an opportunity to resolve any Dispute through an informal dispute resolution process within sixty (60) days after receipt of a Claimant or SeatGeek Notice. If we cannot reach an agreement to resolve the Dispute within sixty (60) days after email receipt of a Notice, then either party shall have the right to submit the Dispute to binding arbitration or in small claims court as set forth below. The statute of limitations and any filing fee deadlines shall be tolled for sixty (60) days from the date that either you or SeatGeek receive a Claimant or SeatGeek Notice so that the parties can engage in this informal dispute resolution process.

**14.4 Applicability of Arbitration Agreement.** Except as specifically stated in this Section, any dispute, claim, or controversy between you and SeatGeek and/or its subsidiaries, affiliates, and/or any of their respective members, officers, directors, and employees (all such entities collectively referred to herein as the "SeatGeek Entities") arising out of, relating in any way to, or in connection with the Terms, the SeatGeek website, Application or Services or your use of the SeatGeek website, Application or Services, your personal information, or any aspect of your relationship with SeatGeek, including any dispute, claim, or controversy that arose before you accepted these Terms, regardless of whether prior versions thereof required arbitration ("Dispute(s)"), shall be resolved exclusively by final, binding arbitration; except that: (a) you or SeatGeek may bring a qualifying claim over a Dispute in a small claims court, (b) you or SeatGeek may seek equitable relief in court for infringement or other misuse of intellectual property (such as trademarks, trade dress, domain name, trade secrets, copyrights, and patents), or (c) you or SeatGeek may seek equitable relief in court for any illegal or intentional act affecting the accessibility, functionality, or the security of the SeatGeek website, Application or Services or the general business interests of SeatGeek.

**14.5 Federal Arbitration Act.** These Terms evidence a transaction involving interstate commerce. Notwithstanding any other provision herein with respect to applicable substantive law, the Federal Arbitration Act (9 U.S.C. § 1 et seq.) ("**FAA**"), will govern the interpretation and enforcement of this Arbitration and any arbitration proceedings.

**14.6 Rules and Forum.** The arbitration shall be administered by National Arbitration and Mediation (“NAM”) in accordance with its Comprehensive Dispute Resolution Rules and Procedures (the “NAM Rules”) in effect when the arbitration is commenced, except as modified by this Section. The NAM Rules are available at <https://www.namadr.com/resources/rules-fees-forms>. The NAM Mass Filing Supplemental Dispute Resolution Rules and Procedures (the “NAM Mass Filing Rules”) will apply if twenty-five (25) or more similar claims are asserted against SeatGeek by the same or coordinated counsel or are otherwise coordinated (“Mass Filing”). Any arbitration hearing will be conducted by videoconference to the extent possible, but if the arbitrator determines that a hearing should be conducted in person, the place shall be the county where you reside or at another agreed upon locale, unless the Batch Arbitration process discussed below applies in which case the arbitrator will determine the locale.

**14.7 Batch Arbitration.** To increase the efficiency of administration and resolution of any such Mass Filing, you and SeatGeek also agree that in the event that there are one hundred (100) or more individual arbitrations of a substantially similar nature filed against SeatGeek by or with the assistance of the same law firm, group of law firms, or organizations, within a ninety (90) day period NAM shall (1) administer the arbitration demands in batches of 100 claims per batch (plus, to the extent there are less than 100 claims left over after the batching described above, a final batch consisting of the remaining claims); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award (“Batch Arbitration”). To the extent the parties disagree on any issue arising out of relating to the Batch Arbitration, the disagreeing party shall advise NAM, and NAM shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process (“Procedural Arbitrator”). The Procedural Arbitrator’s fees shall be paid by SeatGeek. This provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision. All parties agree that arbitrations are of a “substantially similar nature” if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief.

**14.8 Fees and Costs.** You and SeatGeek will be required to pay fees as assessed by NAM in accordance with the NAM Rules. The parties shall bear their own attorneys’ fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

**14.9 Confidentiality.** You and SeatGeek agree that the existence of the arbitration, all materials and documents exchanged during the arbitration proceedings, and the arbitration award shall be kept confidential and shall not be shared with anyone except the parties’ attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential. If you or SeatGeek submits a dispute to arbitration and the arbitrator orders any exchange of information, you and SeatGeek agree to cooperate to seek from the arbitrator protection for any confidential, proprietary, trade secret, or otherwise sensitive information, documents, testimony, and/or other materials that might be exchanged or the subject of discovery in the arbitration. You and SeatGeek agree to seek such protection before any such information, documents, testimony, and/or materials are exchanged or otherwise become the subject of discovery in the arbitration.

**14.10 Award.** The arbitrator’s award will be final and binding. Judgment on the award may be entered in any court of competent jurisdiction. Notwithstanding any of the foregoing, nothing in these Terms will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.

**14.11 Arbitrator.** The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of New York and will be selected by the parties from NAM’s roster of consumer dispute arbitrators. The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except that all Disputes arising out of or relating to class action waiver including any claim that it is unenforceable, illegal, void or voidable, or that it has been breached, shall be decided by the courts as described below in Section 15.6 and not by an arbitrator.

**14.12 Jury Trial Waiver.** YOU AND SEATGEEK HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and SeatGeek are instead electing that all Disputes shall be resolved under this Arbitration Agreement, except as specified in this Section. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

**14.13 Class Action Waiver.** YOU AND SEATGEEK FURTHER AGREE THAT, EXCEPT AS SPECIFIED ABOVE IN CONNECTION WITH THE BATCHING PROCESS, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding anything to the contrary in this Arbitration Agreement, if a final decision is rendered, not subject to any further appeal or recourse, that any provision of this Subsection 14.13 (“Class Action Waiver”) is invalid or unenforceable as to a particular request for relief (such as a request for public injunctive relief), you and SeatGeek agree that that particular request for relief (and only that particular request for relief) shall be severed from the arbitration and may be litigated in the courts as described below in Section 15.6 after the arbitration is completed. This subsection does not prevent you or SeatGeek from participating in a class-wide settlement of claims.

**14.14 One Year to Assert Claims.** You and SeatGeek agree that regardless of any statute or law to the contrary, and except as tolled herein, any Dispute must be filed in arbitration or small claims court within one year after such claim arose or it will be forever banned.

**14.15 30-Day Right to Opt Out.** You have the right to opt out of this Arbitration Agreement by sending



written notice of your decision to opt out to the following address: SeatGeek Legal Department, 902 Broadway, Floor 10, New York, NY 10010, within 30 days after first agreeing or becoming subject to this Arbitration Agreement. Your notice must include your name and address, your SeatGeek username (if any), the email address you used to set up your SeatGeek account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

**14.16 Severability.** Except as provided in this Section, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

**14.17 Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with SeatGeek.

**14.18 Modification.** Notwithstanding any provision in this Agreement to the contrary, SeatGeek may make modifications, deletions, and additions to this Arbitration Agreement from time to time. Changes will be posted here, which you should regularly check for the most recent version. If you continue to use the Services after the effective date of any changes to this Arbitration Agreement, then you are deemed to have accepted those revisions. For any such change, you may reject that change within thirty (30) days of such change becoming effective by writing SeatGeek at the following address: SeatGeek Legal Department, 902 Broadway, Floor 10, New York, NY 10010. Changes to this Arbitration Agreement shall not apply to any claim that was filed in a legal proceeding against SeatGeek or you prior to the effective date of the modification. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of these Terms and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Services or the Terms, the provisions of this Arbitration Agreement as of the date you first accepted the Terms (or accepted any subsequent changes to these Terms) remain in full force and effect. SeatGeek will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of these Terms.

## 15. General Provisions.

**15.1 Electronic Communications.** The communications between you and SeatGeek use electronic means, whether you visit SeatGeek Properties or send SeatGeek e-mails, or whether SeatGeek posts notices on SeatGeek Properties or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from SeatGeek in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that SeatGeek provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

**15.2 Release.** You hereby release SeatGeek Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage that is either directly or indirectly related to or arises from the purchase, sale, advertising, marketing and promotion of Tickets via the SeatGeek Properties. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor." The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by a SeatGeek Party or for such party's fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Digital Properties or any Services provided hereunder.

**15.3 Assignment.** The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without SeatGeek's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

**15.4 Force Majeure.** SeatGeek shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

**15.5 Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to SeatGeek Properties, please contact us at: Hi@seatgeek.com. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

**15.6 Exclusive Venue.** To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and SeatGeek agree and consent that all claims and disputes arising out of or relating to the Terms will be litigated exclusively in the state or federal courts located in New York County, New York.

**15.7 Governing Law.** THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF NEW YORK, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THESE TERMS.

**15.8 Notice.** Where SeatGeek requires that you provide an e-mail address, you are responsible for providing SeatGeek with your most current e-mail address. In the event that the last e-mail address you provided to SeatGeek is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, SeatGeek's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to SeatGeek at the following address: SeatGeek Legal Department, 902 Broadway, Floor 10, New York, NY 10010. Such notice shall be deemed given when received by SeatGeek by letter delivered by nationally recognized overnight delivery

service or first class postage prepaid mail at the above address.

**15.9 Waiver.** Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**15.10 Severability.** If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

**15.11 Sanctions & Export Control.** You may not use, export, import, or transfer SeatGeek Properties except as authorized by U.S. law, the laws of the jurisdiction in which you obtained SeatGeek Properties, and any other applicable laws. In particular, but without limitation, SeatGeek Properties may not be exported or re-exported (a) into any United States embargoed countries, (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals, or (c) the U.S. Department of Commerce's Denied Person's List or Entity List. Additionally, without limitation, SeatGeek Properties may not be used in connection with transactions (x) involving anyone on the U.S. Treasury Department's Specially Designated Nationals list or Foreign Sanctions Evaders list, or (y) within any country or region, or by any person, in violation of economic sanctions under any U.S. government program. By using SeatGeek Properties, you represent and warrant that (i) you are not located in a country or region that is subject to a U.S. government embargo or sanctions program, (ii) you are not listed on any U.S. government list of prohibited or restricted parties, and (iii) you are not prohibited from using the SeatGeek Properties under U.S. economic sanctions law. You also will not use SeatGeek Properties for the purpose of evading or circumventing any U.S. government embargo or sanctions program restrictions, or for any other purpose prohibited by U.S. law. You acknowledge and agree that products, services or technology provided by SeatGeek are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer SeatGeek products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

**15.12 Accessing and Download the Application from iTunes.** The following applies to any App Store Sourced Application accessed through or downloaded from the Apple App Store:

(a) You acknowledge and agree that (i) the Terms are concluded between you and SeatGeek only, and not Apple, and (ii) SeatGeek, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

(b) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

(c) In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between SeatGeek and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of SeatGeek.

(d) You and SeatGeek acknowledge that, as between SeatGeek and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(e) You and SeatGeek acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between SeatGeek and Apple, SeatGeek, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms.

(f) You and SeatGeek acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

(g) Without limiting any other terms of the Terms, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

**15.13 Entire Agreement.** The Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

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